

OWNER'S POLICY OF TITLE INSURANCE

8 2006

Issued by **Transnation Title Insurance Company**

THE LAW FIRM OF
PLATT IRWIN TAYLOR

POLICY NUMBER

A52-0113160



*Transnation Title Insurance Company is a member of the
LandAmerica family of title insurance underwriters.*

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TRANSNATION TITLE INSURANCE COMPANY, an Arizona corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, TRANSNATION TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

TRANSNATION TITLE INSURANCE COMPANY

Attest:

Secretary



By:

President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

SCHEDULE A

AMOUNT OF INSURANCE: \$ 795,000.00 POLICY NO.: A52-0113160

PREMIUM: \$ 1,548.00 ORDER NO. : 03086701

DATE OF POLICY: SEPTEMBER 22, 2006, AT 8:30 A.M.

OWNER'S RENEWAL

1. NAME OF INSURED:

MARINERS INVESTORS, LTD., A WASHINGTON LIMITED PARTNERSHIP

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED HEREIN AND WHICH IS COVERED BY THIS POLICY IS:

FEE SIMPLE ESTATE

3. THE ESTATE OR INTEREST REFERRED TO HEREIN IS AT DATE OF POLICY VESTED IN:

THE NAMED INSURED

4. THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE COUNTY OF CLALLAM, STATE OF WASHINGTON AND DESCRIBED AS FOLLOWS:

SEE SCHEDULE C ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE:

RECEIVED
SEP 28 2006

THE LAW FIRM OF
PLATT IRWIN TAYLOR

END OF SCHEDULE A

SCHEDULE B

POLICY NO. : A52-0113160
ORDER NO. : 03086701

EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) WHICH ARISE BY REASON OF:

STANDARD EXCEPTIONS:

(1) TAXES OR ASSESSMENTS WHICH ARE NOT NOW PAYABLE OR WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS; PROCEEDINGS BY A PUBLIC AGENCY WHICH MAY RESULT IN TAXES OR ASSESSMENTS, OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.

(2) ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS BUT WHICH COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR WHICH MAY BE ASSERTED BY PERSONS IN POSSESSION, OR CLAIMING TO BE IN POSSESSION, THEREOF.

(3) EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

(4) DISCREPANCIES, CONFLICTS IN BOUNDARY LINES, SHORTAGE IN AREA, ENCROACHMENTS, OR ANY OTHER FACTS WHICH A CORRECT SURVEY OF THE LAND WOULD DISCLOSE, AND WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS.

(5) ANY LIEN, OR RIGHT TO A LIEN, FOR LABOR, MATERIAL, SERVICES OR EQUIPMENT, OR FOR CONTRIBUTIONS TO EMPLOYEE BENEFIT PLANS, OR LIENS UNDER WORKMEN'S COMPENSATION ACTS, NOT DISCLOSED BY THE PUBLIC RECORDS.

(6) (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) INDIAN TREATY OR ABORIGINAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, EASEMENTS OR EQUITABLE SERVITUDES; OR, (D) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B), (C) OR (D) ARE SHOWN BY THE PUBLIC RECORDS.

(7) RIGHT OF USE, CONTROL OR REGULATION BY THE UNITED STATES OF AMERICA IN THE EXERCISE OF POWERS OVER NAVIGATION; ANY PROHIBITION OR LIMITATION ON THE USE, OCCUPANCY OR IMPROVEMENT OF THE LAND RESULTING FROM THE RIGHTS OF THE PUBLIC OR RIPARIAN OWNERS TO USE ANY WATERS WHICH MAY COVER THE LAND OR TO USE ANY PORTION OF THE LAND WHICH IS NOW OR MAY FORMERLY HAVE BEEN COVERED BY WATER.

(8) ANY SERVICE, INSTALLATION, CONNECTION, MAINTENANCE OR CONSTRUCTION CHARGES FOR SEWER, WATER, ELECTRICITY, OR GARBAGE COLLECTION OR DISPOSAL, OR OTHER UTILITIES UNLESS DISCLOSED AS AN EXISTING LIEN BY THE PUBLIC RECORDS.

(END OF STANDARD EXCEPTIONS)

SCHEDULE B - CONTINUED

POLICY NO.: A52-0113160
ORDER NO. : 03086701

SPECIAL EXCEPTIONS:

1. **GENERAL TAXES, (ASSESSMENTS FOR FIRE PATROL, IRRIGATION AND/OR WEED CONTROL, IF ANY) AS FOLLOWS, TOGETHER WITH INTEREST, PENALTY AND STATUTORY FORECLOSURE COSTS, IF ANY, AFTER DELINQUENCY:**

(1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1)

TAX ACCOUNT NO.: 03-30-27-249080
YEAR: 2006
AMOUNT BILLED: \$2,059.06
AMOUNT PAID: \$1,029.53
PRINCIPAL BALANCE: \$1,029.53

2. **ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY COOPER SHORT PLAT RECORDED UNDER CLALLAM COUNTY RECORDING NO. 1998 1016556.**

RIGHTS OR BENEFITS, IF ANY, WHICH MAY BE DISCLOSED BY THE RECORDED DOCUMENT(S) ABOVE AFFECTING LAND OUTSIDE THE BOUNDARY DESCRIBED HEREIN.

3. **ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY SURVEY RECORDED UNDER CLALLAM COUNTY RECORDING NO. 744402.**

RIGHTS OR BENEFITS, IF ANY, WHICH MAY BE DISCLOSED BY THE RECORDED DOCUMENT(S) ABOVE AFFECTING LAND OUTSIDE THE BOUNDARY DESCRIBED HEREIN.

AFFIDAVIT OF CORRECTION RECORDED UNDER RECORDING NO. 744984.

4. **AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:**

RECORDED: SEPTEMBER 03, 1998
RECORDING NO.: 1998 1016559
REGARDING: VIEW EASEMENT

AMENDMENT THERETO UNDER RECORDING NO. 1998 1018897.

5. **AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:**

RECORDED: JULY 06, 2000
RECORDING NO.: 2000 1049278

REGARDING:

VIEW EASEMENT

Continued on next page

SCHEDULE B - CONTINUED

POLICY NO.: A52-0113160
ORDER NO. : 03086701

6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: HIGHLAND SPRINKLER ASSOCIATION
PURPOSE: PIPE LINE
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED
DATED: FEBRUARY 24, 1961
RECORDED: FEBRUARY 24, 1961
RECORDING NO.: 326174

7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

DISCLOSED BY: INSTRUMENT RECORDED UNDER RECORDING
NO. 572611
PURPOSE: ACCESS TO THE WATER RIGHTS AND WATER
LINES AS THEY EXIST AND PUD LINES
AREA AFFECTED: UNABLE TO DETERMINE EXACT LOCATION

8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

DISCLOSED BY: INSTRUMENT RECORDED UNDER RECORDING
NO. 572612
PURPOSE: INGRESS, EGRESS
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED

9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

DISCLOSED BY: INSTRUMENT RECORDED UNDER RECORDING
NO. 545990
PURPOSE: INGRESS, EGRESS AND UTILITIES
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED

10. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: MARINERS INVESTORS, LTD., A WASHINGTON
LIMITED PARTNERSHIP, IT'S HEIRS,
SUCCESSOR'S AND/OR ASSIGNS
PURPOSE: INGRESS, EGRESS
AREA AFFECTED: PORTION OF PROPERTY HEREIN DESCRIBED
RECORDED: JUNE 09, 1995

Continued on next page

SCHEDULE B - CONTINUED

POLICY NO.: A52-0113160
ORDER NO. : 03086701

11. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: MARINERS INVESTORS, LTD., A WASHINGTON
LIMITED PARTNERSHIP
TRUSTEE: OLYMPIC PENINSULA TITLE COMPANY,
A CORPORATION
BENEFICIARY: WILLIAM MCCRORIE, AS HIS SEPARATE ESTATE
ORIGINAL AMOUNT: \$750,000.00
DATED: MARCH 01, 1994
RECORDED: MARCH 07, 1994
RECORDING NO.: 702283 V 1045 P 385
(AFFECTS: THE PROPERTY HEREIN DESCRIBED AND OTHER PROPERTY)

ASSIGNMENT OF SAID DEED OF TRUST:

ASSIGNEE: MARCIA MCCRORIE, TRUSTEE OF THE WILLIAM
MCCRORIE TESTAMENTARY TRUST DATED
JUNE 01, 2001
RECORDED: JUNE 29, 2001
RECORDING NO.: 2001 1066196

PARTIAL RECONVEYANCES OF DEED OF TRUST AS TO OTHER PROPERTY:

RECORDED: 01-03-1996, 04-01-1996, 05-21-1996,
06-03-1996, 07-12-1996, 10-12-1998,
11-13-1998, 12-22-1999(2), 03-09-2000,
AND 07-23-2002
RECORDING NOS.: 733044, 736898, 739400, 740113, 742037,
1998 1017168, 1998 1019151, 1999 1041040,
1999 1041048, 2000 1044008, AND 2002 1088958

END OF SCHEDULE B

SCHEDULE C

POLICY NO.: A52-0113160
ORDER NO. : 03086701

THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE COUNTY OF CLALLAM, STATE OF WASHINGTON AND DESCRIBED AS FOLLOWS:

PARCEL A:

LOT D4 OF COOPER SHORT PLAT, RECORDED SEPTEMBER 30, 1998 IN VOLUME 28 OF SHORT PLATS, PAGE 86, UNDER CLALLAM COUNTY RECORDING NO. 19981016556, BEING A PORTION PARCEL D OF SURVEY, RECORDED SEPTEMBER 03, 1996 IN VOLUME 35 OF SURVEYS, PAGE 97, UNDER CLALLAM COUNTY RECORDING NO. 744402, BEING A PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M., CLALLAM COUNTY, WASHINGTON.

PARCEL B:

AN NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS MARINERS OUTLOOK ADMINISTRATIVE PLAT, RECORDED SEPTEMBER 11, 1995 IN VOLUME 12 OF PLATS, PAGE 78, UNDER CLALLAM COUNTY RECORDING NO. 728073.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

END OF SCHEDULE C

WA FORM - RESIDENTIAL INFLATION ENDORSEMENT

Attached to Policy Number A52-0113160/03086701
Issued by

TRANSACTION TITLE INSURANCE COMPANY

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the Insured Owner named in said Policy, hereby modifies said Policy, as follows:

1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.

2. "Adjustment Date" is defined, for the purpose of this endorsement, to be 12:01 A.M. on the first January 1 which occurs more than six months after the Date of Policy, as shown in Schedule A of the Policy to which this endorsement is attached and on each succeeding January 1.

3. An upward adjustment will be made on each of the Adjustment Dates, as defined above, by increasing the maximum amount of insurance provided by said Policy (as said amount may have increased theretofore under the terms of this endorsement) by the same percentage, if any, by which the United States Department of Commerce Composite Construction Cost Index (base period 1967) for the month of September immediately preceding exceeds such Index for the month of September one year earlier; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of said Policy, less the amount of any claim paid under said Policy which, under the terms of the Conditions and Stipulations, reduces the amount of insurance for years in which there is no increase in said Construction Cost Index.

4. In the settlement of any claim against the Company under said Policy, the amount of insurance in force shall be deemed to be the amount which is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as of the date of receipt by the Company of the first notice of such claim, whichever shall first occur.

5. The coverage provided by this endorsement shall be effective only if one of the following conditions exist at Date of Policy:

a. The land described in this policy is a parcel on which there is only a one-to-four family residential structure, in which the insured Owner resides or intends to reside, or;

b. The land consists of a residential condominium unit, together with the common elements appurtenant thereto and related to residential use thereof, in which the Insured Owner resides or intends to reside.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: SEPTEMBER 22, 2006, AT 8:30 A.M.

Countersigned: OLYMPIC PENINSULA TITLE COMPANY, Agent for

TRANSACTION TITLE INSURANCE COMPANY

By: 

Authorized Signatory



1998 1004070

Clallam
County

FILED FOR RECORD AT THE REQUEST

OF P.I.T.C.O.M.
RECORDED IN RECORDS/CLALLAM CO.

98 FEB -9 PM 3:25

VOL. PAGE 13
KER FOSTER, AUDITOR
CLALLAM COUNTY, WASH.
BY 9821 DEPUTY

Return Address:

Stephen C. Moriarty
Platt, Irwin, Taylor,
Colley, Oliver & Moriarty
403 South Peabody
Port Angeles, WA 98362

DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS AND EASEMENTS
OF
MARINERS' OUTLOOK

Reference #: Auditor's File No. 728074, Book 1108, page 253

Grantor: UNKEFER, DONALD W., JR.

Grantee: same as above

Legal Description: Portion of the SE 1/4 of NW 1/4 and
Gov't. Lot 2, Sec. 27, T. 30N, R.3W WM

Assessor's Parcel #'s: 033027530010; 033027530030;
033027530040; and 033027530070

CERTIFIED
COPY

725074-

DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS AND EASEMENTS
OF
MARINERS' OUTLOOK

THIS DECLARATION is made this 27th day of May, 1995, by
DONALD W. UNKEFER, JR., president of MULTIPROP, INC.,
general partner of MARINER INVESTORS, LTD., a Washington
limited partnership (hereinafter "Grantor").

Grantor declares and imposes the following protective
covenants, restrictions, conditions and agreements
(hereinafter collectively called "covenants"), and grants
certain easements upon the following described real
property: Mariners' Outlook administrative plat per survey
recorded in Vol. 12, page 18 of PLATS records of
Clallam County, Washington being a portion of the southeast
quarter of the northwest quarter and government lot 2 in
section 27, township 30 north, range 3 W.M., a copy of which
is attached hereto as Exhibit A. These covenants are
imposed and easements granted pursuant to a general plan for
the development and use of the subject property, which
property will be conveyed by the undersigned, its heirs,
successors and assigns, subject to these restrictions and
covenants. These covenants shall run with the real
property, shall be binding upon all the parties having or
acquiring any right, title or interest in the subject real
property or any part thereof, and shall inure to the benefit
of each owner of any portion of the subject real property.

ARTICLE I
PURPOSE

The purpose of these covenants is to insure the use of
the lots commonly referred to as Mariners' Outlook for
attractive single-family residential purposes only, to
prevent nuisances, to prevent the impairment of the
attractiveness and view of the subject real property, and
thereby secure to each lot owner the full benefit and
enjoyment of his lot, with no greater restriction upon the
free and undisturbed use of the lot as is necessary to
insure the same advantages to the other lot owners.

W.D. 1374
P. 4

BOOK 1108 PAGE 253

ARTICLE II
DEDICATION OF EASEMENTS

Grantor hereby reserves, grants, transfers, conveys and dedicates a nonexclusive perpetual easement for purposes of ingress and egress, installation, maintenance and repair of utilities over, under, upon and across the above described property. Said easements are depicted on a plat recorded in Vol. 12, page 12 of Plats of Clallam County, and recorded under Clallam County Auditor's File No. 728073. Said easements shall run with the land. Each subsequent owner of any lot in Mariners' Outlook shall take and hold title subject to the burden of these easements and shall have and possess the right of beneficial use thereof.

ARTICLE III
COVENANTS

The Grantor hereby declares and establishes the following covenants and imposes the same on all of the above described property.

3.1 Architectural Control.

No building or structure (including fences or any man-made obstruction) shall be built or placed or thereafter altered on any land, nor shall any land be cleared or excavated for use until detailed and written plans and specifications disclosing such information as materials, location, finish and elevations have been submitted to and approved by the Grantor. Within 30 days of submission of plans and specifications, the Grantor, in writing, may approve or disapprove or may conditionally approve plans and specifications so submitted. If such plans and specifications are disapproved (or if conditionally approved, then unless the conditions hereof are complied with) the projected construction shall not be undertaken. The Grantor shall in good faith exercise discretion in the approval and disapproval of plans and specifications on the basis of minimizing interference with enjoyment of nearby land. The Grantor may grant variances to these covenants and restrictions, subject to the agreement of contiguous property owners.

3.1.1 At such time as Grantor is unable or unwilling to exercise his discretion in the approval or disapproval of plans and specifications for development of the property, then the owners of the lots shall select one

of them to serve in such capacity. Each parcel shall be allocated one vote in the selection process and in the event a selection by the majority vote is not obtainable for any reason, any lot owner may petition the then presiding judge of the Clallam County Superior Court to appoint one of the lot owners to serve in such capacity. All references to Grantor in these covenants shall include Grantor's successor as described above.

3.1.2 No owner or vendee of a lot in Mariners' Outlook shall enter into any agreement granting easements over the property, nor shall any owner or vendee apply for any zoning change, conditional use permit, short plat, subdivision, or other governmental approval, without the prior written consent of the Grantor. The owner must obtain the Grantor's prior written consent to any restrictions on the land or its use.

3.2. Restrictions.

The property shall be used only for single-family residential purposes with related outbuildings. The ground floor area of the single-family residences, exclusive of open porches and garages, shall not be less than 1,500 square feet for a one story dwelling, nor less than 1,000 square feet of floor area on the ground floor of a two level structure. Other structures related to residential use of the lot may be permitted if not inconsistent with this Declaration and approved by the Grantor.

3.2.2 No building shall be erected which exceeds 27 feet in height vertically, measured from the average lot elevation at points 10 feet from the foundation to the high point of the roof, excepting only that the highest point of any chimney, stack or flue shall not exceed 32 feet above such average lot elevations.

3.2.3 No fence, hedge or barrier shall be erected on any lot which shall exceed 6 feet in height, without prior written approval of the Grantor.

3.2.4 No radio or television antennae shall be permitted to extend above the roof line of any residence or structure or be placed where such antennae are visible from any other lot within Mariners' Outlook. Further, no electromagnetic broadcasting activity which interferes with any resident's communication reception (which shall include,

but not be limited to, television or radio reception) shall be permitted if emanating from any lot of Mariners' Outlook.

3.2.5 No structure shall be built outside the designated building site or sites for each lot as established by the Architectural Control Committee. Some of the lots may be further subdivided or short platted so as to create a maximum of 2 single-family residential lots within the area of each original lot; provided such division is approved by the Architectural Control Committee, and is in compliance with and accomplished in accordance with all applicable laws.

3.2.6 Roof coverings on all buildings shall consist of tile, cedar shake or asphalt shingles.

3.2.7 No structure of a temporary nature (trailer, mobile home, tent, shack, etc.) shall be permitted on any lot except during the period when the residence is under construction.

3.2.8 Construction work of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until exteriors of such buildings are completed and painted, or otherwise suitably finished. Exterior work on any building shall be completed within 9 months from the start of construction.

3.2.9 All water lines, telephone lines, electrical power lines, gas lines or utility lines of whatsoever kind whether on individual lots, roads or on areas designated for utility easements on the property subject to these covenants shall be installed and maintained underground excepting only that such transformers, hydrants or other service points and connecting terminals may be installed at ground level where such installation is necessary and convenient to the utility operator or user. All gas and oil tanks or tanks of any description shall be completely buried below the surface of the grade of the lot or enclosed in a structure that resembles other structures on the property.

3.2.10 No outdoor mercury vapor, sodium vapor or other high intensity exterior lighting shall be permitted on the lots where such lighting is an offense to adjacent residents.

3.2.11 All trash and waste shall be kept in closed sanitary containers located on lots so as not to be visible from the common roadway or adjacent lots. Such refuse must be removed from the lots at intervals no less frequent than once every two weeks.

3.2.12 No noxious or offensive activities shall be carried on upon any parcel nor shall anything be done thereon which may be or might become an annoyance or nuisance to the neighborhood.

3.2.13 No business or commercial activities shall be permitted.

3.2.14 No sign of any kind shall be displayed to the public view except one (1) sign of not more than six (6) square feet advertising the property for sale or rent.

3.2.15 No animals of any kind shall be raised, bred, or kept except that dogs, cats or other common household pets may be kept provided they are not kept, bred or maintained for any commercial purpose and they do not constitute a nuisance. No "coon hounds" or other dogs which bay at the moon, or other otherwise unreasonably disturb the owners of other lots shall be maintained within Mariners' Outlook. The decision as to whether or not a dog (or other domestic pet) unreasonably disturbs other lot owners shall be made by majority vote of the Association, and the decision of the Association shall be final and binding.

3.2.16 No commercial style vehicles shall be permitted to be parked or maintained on any of the parcels in Mariners' Outlook without approval of the Grantor, which approval may be withheld if their location is visible from other properties or their presence otherwise constitutes an annoyance to other lot owners.

3.2.17 No parcel shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Each parcel shall be moved and kept reasonably weed free and maintained in a manner so as to benefit and protect the attractiveness and existing character of the community.

3.2.18 No gas, oil, mineral, quartz, gravel, sand or mining operation of any nature shall be permitted on any lot.

3.2.29 Mechanical repairs to the family car, boat or similar equipment performed outside shall be completed within 5 days. If repairs are not then completed, such vehicle or piece of equipment shall be moved into a garage or removed from the premises.

3.2.30 All construction, reconstruction, modification, alteration or any use of any structure or other improvement to any part of Mariners' Outlook shall not materially detract from the scenic and pastoral values of the area. Building architecture shall be compatible with the location and pastoral environment.

3.2.31 All construction shall be in conformance with all applicable federal, state and local laws, regulations and ordinances.

3.2.32 All building exteriors shall be of harmoniously colored natural wood, brick or stone finish or suitable wood substitutes and all buildings shall have nonreflective and nonglare roofs, siding and windows. Except for nails and connecting devices, screens and similar exterior structures shall be constructed solely of wood, natural stone or brick except for foundation walls, retaining walls and other structures which require construction in concrete or other material.

3.2.33 No modular or prefabricated construction of buildings will be permitted.

3.2.34 Parcel grading plans shall be designed to preserve, to the extent that it is reasonable and feasible, the natural appearance of the terrain.

3.2.35 All drainage shall be designed to collect in the existing drainage ways on the subject lots and shall not be directed to flow onto adjacent properties except within the existing drainage ways. It shall be the obligation of each lot owner to maintain any drainage ways which are located on said lot owner's property.

3.2.36 Fences or boundaries of any kind shall require the prior written approval of the Grantor.

3.2.37 Special fire considerations: spark arrestors with screen openings of no more than 1/4 inch must cover all chimney outlets.

3.2.28 Landscaping requirements. The owner of a newly completed dwelling shall be required to complete landscaping no later than six (6) months after the date of certificate of occupancy.

3.2.29 View. It is important that property owners shall restrict the height of improvements on the premises and the height of trees and vegetation growing thereon to the end that the view of other property owners shall be preserved to the greatest extent reasonably practical. Limitation as to the height of improvements has been established by these declarations, and the Architectural Committee shall have the responsibility of determining whether trees or other vegetation on the premises unreasonably interfere with the view of other properties. In any case in which the Committee shall determine that there is such interference, it shall send a notice in writing to the property owners, which notice shall set forth the extent to which the trees or other vegetation shall be pruned or removed. If within 30 days after the posting of such notice, the property owners have not caused such trees or other vegetation to be pruned or removed to the extent required by this Committee, the Association may cause such work to be done, either at its own expense or at the expense of the property owners who have requested that the pruning or removal of such trees or other vegetation be undertaken by the Association. The provision, however, shall not apply to existing vegetation heights at the time of the purchase of the lot or lots in question.

ARTICLE IV PROPERTY OWNERS' ASSOCIATION

4.1 A property owners' association to be known as Mariners' Outlook Homeowners' Association (the "Association") will be formed to supervise, operate and maintain various areas, properties and facilities within the above described real property. Initially, the Association shall be an unincorporated association; however, the Association members may elect to incorporate the Association into a nonprofit corporation by a majority vote of all members.

The common areas shall consist of the roadway and utility areas as delineated on the survey of the properties, identified in Article II hereof, as well as other common improvements located or later developed thereon. All

persons acquiring any right, title and interest in any of the above described property will be a member of the property owners' Association and shall be bound thereby.

Each property owner will have a voting right in the Association based upon the number of parcels owned by the property owner. There shall be a total of ten (10) votes available to the Association members (one vote for each parcel).

The Association will be managed by all of the members of the Association and the Association may adopt rules and regulations for the conduct of its business including rights to delegate duties to their association management committee or to nonproperty owner individuals or organizations. The Association will maintain all common areas and utilities and will secure and pay all property and liability insurance on all common areas on the above described properties.

4.1.1 Assessments. The Association may from time to time charge the property owners maintenance and capital improvement assessments for maintenance, snow removal, and improvements of roadways, utilities, and any other common improvements approved for construction by the majority vote of the Association, together with payment of insurance and taxes thereon. These charges shall be paid regularly and promptly by property owners within ten (10) days from receipt by the property owners of a billing from the property owners' Association. All charges which are not paid within 10 days shall become a lien upon that portion of the above described property owned by the property owner. Assessments made by the property owners' Association for costs incurred in maintaining, repairing, and improving the road and other common areas shall be a lien upon the parcels of property until paid. Assessments shall also be a personal obligation of the person or persons who own the parcel of property at the time the assessment or charge fell due. All assessments and charges shall bear interest at the rate of twelve percent (12%) per annum after the date they were payable and such interest as well as costs, including reasonable attorney fees if suit is necessary to collect such assessments, shall be additional charges on the parcel to which such overdue assessments relate. Assessments for road maintenance shall be charged only to those owners who have a residence on their lot. The obligation to pay such assessments shall commence when construction commences.

The lien for such assessments shall be subordinate to the lien of any first mortgage or first deed of trust. No sale or transfer of any parcel shall affect any lien which has already attached or which has already become due nor shall any seller transfer or release such liability from any assessments thereafter becoming due or from the lien thereof.

Liens created hereunder may be foreclosed in the manner mortgages are foreclosed under Washington law. The property owners' Association may record notices of said liens with the Clallam County Auditor's office.

4.1.2 Management Policy. The property owners' Association, upon meeting, shall from time to time by majority vote establish a management policy for the Association, said policy to include the following:

- (a) Common place and frequency of meetings of the Association.
- (b) The manner in which said meetings are to be conducted.
- (c) The number of parcels of property that must be represented at meetings to constitute a quorum.
- (d) The percentage of votes required to pass upon proposed actions of the Association (if other than a simple majority).
- (e) The method of selection of a manager if desired.
- (f) The duties and responsibilities of a manager if selected.
- (g) The method of determining assessments for property owners for the costs of maintaining, repairing, improving and developing the property, including the utility and road systems and the payment of taxes and insurance on such improvements.
- (h) The method of taking emergency action when a meeting cannot be held.

6.2 Remedies. Any dispute that arises out of the interpretation, performance, enforcement, or any other aspect of these covenants shall be resolved by submitting the same to binding arbitration which shall proceed according to the rules and regulations of the American Arbitration Association, provided, however, that each party shall select a nominating person within ten (10) days of notice in writing of the dispute from any party owner to the other. The complainant shall select one nominating person and the respondent shall select one nominating person. The two nominating persons shall then meet and promptly select the arbitrator, who shall be an attorney licensed to practice law in the state of Washington. If the nominating persons do not select a person who agrees to serve as arbitrator within 30 days of the first notice, or one of the parties has not appointed a nominating person, the arbitrator, or nominating person, shall be selected by a

6.1 Abatement of Detrimentous Uses. If owner, his agents or quakers shall do or cause to be done any act or thing in violation of the provisions of this Declaration, the grantor or any other property owner in Marikere, Outlook, may, without prejudice to other remedies of the aggrieved, present notice of demand to abate or cause the abatement or thing done. Owner shall thereupon cause all such acts to cease within a reasonable time thereafter as specified in the notice. Owner shall also take, abate and remove all structures, conditions and things required to comply with the notice and render the property safe and free from hazards as soon as reasonably possible.

ARTICLE VI ENFORCEMENT

These covenants are for the benefit of and run with the land, and all parties who gain title to or possession of the land above described are bound by these covenants. These covenants shall run with the land perpetually and are binding on the grantor, and all persons claiming under him, excepting only that these covenants may be changed in whole or in part at any time upon express concurrence of the owners of three-fourths of all parcels in the said described property. Amendments shall be effective only upon the recording of a written amendment with the Clallam County Auditor's office.

ARTICLE V TERM OF PROTECTIVE COVENANTS AND AMENDMENT

superior court judge of Clallam County. The arbitrator's fees shall be paid by the individual or corporation whom the arbitrator determines was the unsuccessful litigant. The arbitration award shall be final and may include specific performance and/or damages as the case may be.

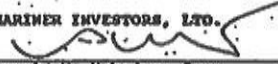
6.3 Right to Enforce. The Grantor or any person with right of possession of any parcel of property situated in the above described property may enforce these covenants against property owners in any and all of the above described property.

6.4 Invalidation. Invalidation of any of these covenants by a judgment of an arbitrator or any court of competent jurisdiction shall not affect any of the other provisions which shall remain in full force and effect.

6.5 Grantor not Liable to Enforce. The Grantor shall not be obligated to enforce any terms of this instrument and all instruments or conveyances signed by the Grantor with respect to any such property shall be deemed subject to the restrictions and conditions set forth therein. The Grantor shall not be or become liable for any breach of said restrictions and conditions which he did not commit.

DATED this 21st day of June, 1995.

MARINER INVESTORS, LTD.


Donald W. Unkefer, Jr.,
President of Multiprop, Inc.,
General Partner



BOOK 1108 PAGE 264

725074

Notary Public in and for the State of Colorado, residing at 1200 W. 1st St., Suite 100, Denver, CO 80202. My Commission Expires 12-31-95.



June 27, 1995

I hereby certify that I know or have satisfactory evidence that DONALD W. UNKERT, JR., signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

STATE OF COLORADO)
County of Denver) ss.

RECEIVED
COUNTY CLERK
FEB 20 1998

CERTIFIED COPY

RECEIVED
COUNTY CLERK
FEB 20 1998



COUNTY OF CLALLAM } ss

State of Washington
I, KEN FOSTER, County Auditor of said County do
hereby certify that the above and foregoing is a true and
correct copy of the document as the same now appears in
the records of Clallam County

IN TESTIMONY WHEREOF, I have hereunto set my
hand and affixed the seal of said County this 5
day of February 19 98

KEN FOSTER Auditor
by Kathleen M. Moseley Deputy



1998 1016559

Clallam
County

RETURN ADDRESS

Stephen C. Moriarty
403 S. Priddy
Port Angeles, WA 98362

FILED FOR RECORD AMPL REQUEST

OF S. Moriarty
 RECORDED IN RECORDS/CLALLAM CO.

98 SEP 30 AM 11:03

VOL. _____ PAGE 9
 KEN FOSTER, AUDITOR
 CLALLAM COUNTY, WASH.
 BY KLT DEPUTY

Please print neatly or type information

Document Title(s)

View Easement Agreement

Reference Numbers(s) of related documents

Additional Reference #'s on page _____

Grantor(s) (Last, First and Middle Initial)

David E Cooper
Peter S Williams
Mariner Investors Ltd
Donald W Unkefer Jr

Additional grantors on page _____

Grantee(s) (Last, First and Middle Initial)

David E. Cooper
Peter S. Williams
Mariner Investors Ltd
Donald W. Unkefer Jr

Additional grantees on page _____

Legal Description (abbreviated form: Lc, lot, block, plat or section, township, range, quarter/quarter)

SP Vol 28 pg 86, 87, and 88

Additional legal is on page _____

Assessor's Property Tax Parcel/Account Number

Additional parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

VIEW EASEMENT AGREEMENT

WHEREAS, DAVID E. COOPER, a married man, as his separate property (hereinafter "Cooper"), is the owner of real property legally described as follows:

Parcel D-4 of the Cooper Short Plat recorded under Clallam County Auditor's File No. 1016556, in Book 28, page 86 of Short Plat, situated in Clallam County, Washington.

(hereinafter "Cooper Parcel"), and

WHEREAS, PETUR S. WILLIAMS, a married man, as his separate property (hereinafter "Williams"), is the owner of real property legally described as follows:

Parcels E-1, E-2, E-3 and E-4 of the Williams Short Plat recorded under Clallam County Auditor's File No. 1016558, in Book 28, page 88 of Short Plat, situated in Clallam County, Washington.

(hereinafter "Williams Parcel"), and

WHEREAS, Mariners Investors, Ltd., a Washington Limited partnership (hereinafter "Mariner Investors") is the owner of real property legally described as follows:

That portion of the S. 1/4 of the N.W. 1/4 of Sec. 27, T.30N., R.3W., W.M., Clallam County, Washington, more particularly described as follows:

Beginning at the N.E. Cor. of said N.W. 1/4 of said Sec. 27; thence N88°18'09" W along the North line of said N.W. 1/4 of said Sec. 27, a distance of 2671.55 ft. to the N.W. Cor. of said N.W. 1/4 of said Sec. 27; thence S1°29'52" W along with West line of said N.W. 1/4 of said Sec. 27, a distance of 1381.84 ft; thence S74°22'35" E, a distance of 1303.42 ft., more or less to the N.E. Cor. of the McCrorie Short Plat as recorded in Vol. 12 of Short Plats, pg. 99 of Clallam County Records; thence S88°10'59" E, a distance of 58.24 ft; thence N2°01'30" E, a distance of 370.63 ft. to the N.W. Cor. of the S.E. 1/4 of said N.W. 1/4 of said Sec. 27; thence S88°15'10" E along the North line of said S.E. 1/4 of said N.W. 1/4 of said

Sec. 27, a distance of 844.75 ft., more or less, to the West line of Mariner's Outlook Plat as recorded in Vol. 12 of Plats, pg. 78, in Clallam County Plat Records; thence S1°00'08" W along the West line of said Mariner's Outlook Plat, a distance of 809.72 Ft. to the TRUE POINT OF BEGINNING; thence continuing S1°00'08" W, a distance of 159.77 ft. to the S.W. Cor. of said Mariner's Outlook Plat; thence N84°04'18" W along the Northerly line of Sequim Bay Subdivision as recorded in Vol. 6 of Plats, pg. 77, of Clallam County Plat Records, a distance of 355.23 ft.; thence N5°55'42" E, a distance of 23.67 ft.; thence thru a radial curve to the right with a delta of 30°10'57", a radius of 100 ft. and an arc length of 52.68 ft.; thence N36°06'39" E, a distance of 98.55 ft.; thence S84°04'52" E, a distance of 278.41 ft. to the TRUE POINT OF BEGINNING.

(hereinafter "Mariner Investors Parcel" or "Parcel F")

WHEREAS, DONALD W. UNKEFER, JR., a married man, as his separate property (hereinafter "Unkefer"), is the owner of real property legally described as follows:

Parcels G-1, G-2, G-3 and G-4 of the Unkefer Short Plat recorded under Clallam County Auditor's File Number 1016557, in Book 28, Page 87, of Short Plat, situate in Clallam County, Washington.

(hereinafter "Unkefer Parcel")

NOW, THEREFORE, in consideration of Ten (\$10.00) dollars and other valuable consideration, receipt of which is hereby acknowledged, the parties, with respect to each of these properties, hereby declare and establish the following easements and covenants:

1. Cooper hereby covenants and grants Unkefer for the benefit of Lots G-1, G-2 and G-3 in the Unkefer Parcel a view easement over the Cooper Parcel as described and depicted on the attached Exhibit 2. In order to maintain views from the Unkefer Parcel across the restricted portions of the Cooper Parcel, Cooper covenants and agrees that nothing shall be placed, planted or constructed on the restricted portion of the Cooper Parcel that shall exceed an elevation of 232 feet as determined by the National Geodetic Survey (City of Sequim Datam), including but not limited to plants, trees, buildings, vehicles, structures or other similar obstructions.

2. Williams hereby covenants and grants Unkefer for the benefit of Lot G-4 in the Unkefer Parcel a view easement over the Williams Parcel as described and depicted on the attached Exhibit 4. In order to maintain views from Lot G-4 in the Unkefer Parcel across the restricted portions of the Williams Parcel, Williams covenants and agrees that nothing shall be placed, planted or constructed on the restricted portion of the Williams Parcel that shall exceed an elevation of 233 feet as determined by the National Geodetic Survey (City of Sequim Datam), including but not limited to plants, trees, buildings, vehicles, structures or other similar obstructions.

3. Mariners Investors hereby covenants and grants Williams for the benefit of Lot E-4 in the Williams Parcel a view easement over Parcel F as described and depicted on the attached Exhibit 7. In order to maintain views from the Williams Parcel across the restricted portions of Parcel F, Mariners Investors covenants and agrees that nothing shall be placed, planted or constructed on the restricted portion of Parcel F that shall exceed an elevation of 215 feet as determined by the National Geodetic Survey (City of Sequim Datam), including but not limited to plants, trees, buildings, vehicles, structures or other similar obstructions.

4. These easements and covenants are for the benefit of and run with the lots identified above in the Unkefer and Williams Parcels and all parties who gain title or possession of a lot within the Cooper, Williams and Mariners Investors above described, are bound by these covenants.

5. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate a covenant. Relief shall be in such form as to restrain any violation or, if required, to recover damages. In the event legal proceedings are instituted, the prevailing party shall be entitled to reasonable attorney fees, court costs and all related expenses, including those incurred on appeal.

6. Invalidation of any of these covenants by a judgment of any court of competent jurisdiction shall not affect any of the other provisions which shall remain in force and effect.

DATED THIS 15th day of September, 1998.


Donald W. Unkefer, Jr., a married
man as his separate property

David E. Cooper

David E. Cooper, a married man as his separate property

Petur S. Williams

Petur S. Williams, a married man as his separate property

Donald W. Unkefer, Jr., as president of Multiprop, Inc., which is for General Partner of Mariner Investors, Ltd., a Washington limited partnership

STATE OF COLORADO)
County of Boulder) ss.

I hereby certify that I know or have satisfactory evidence that DONALD W. UNKEFER, Jr., signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED 9/15/98

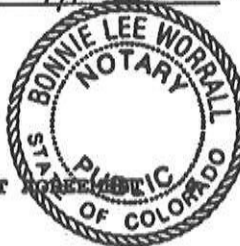


Bonnie Lee Worral
NOTARY PUBLIC in and for the state of Colorado, residing at 1344 Kilkenny Street
My commission expires: 12/10/99

STATE OF COLORADO)
County of Boulder) ss.

I hereby certify that I know or have satisfactory evidence that DAVID E. COOPER signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED 9/15/98



Bonnie Lee Worral
NOTARY PUBLIC in and for the state of Colorado, residing at 1344 Kilkenny Street
My commission expires: 12/10/99

VIEW EASEMENT AGREEMENT

STATE OF COLORADO)
County of BOULDER) ss.

I hereby certify that I know or have satisfactory evidence that PETUR S. WILLIAMS signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED 9/15/98.



Bonnie Lee Worral
NOTARY PUBLIC in and for the state of
Colorado, residing at 1344 Kilkenny Street
My commission expires: 12/10/99.

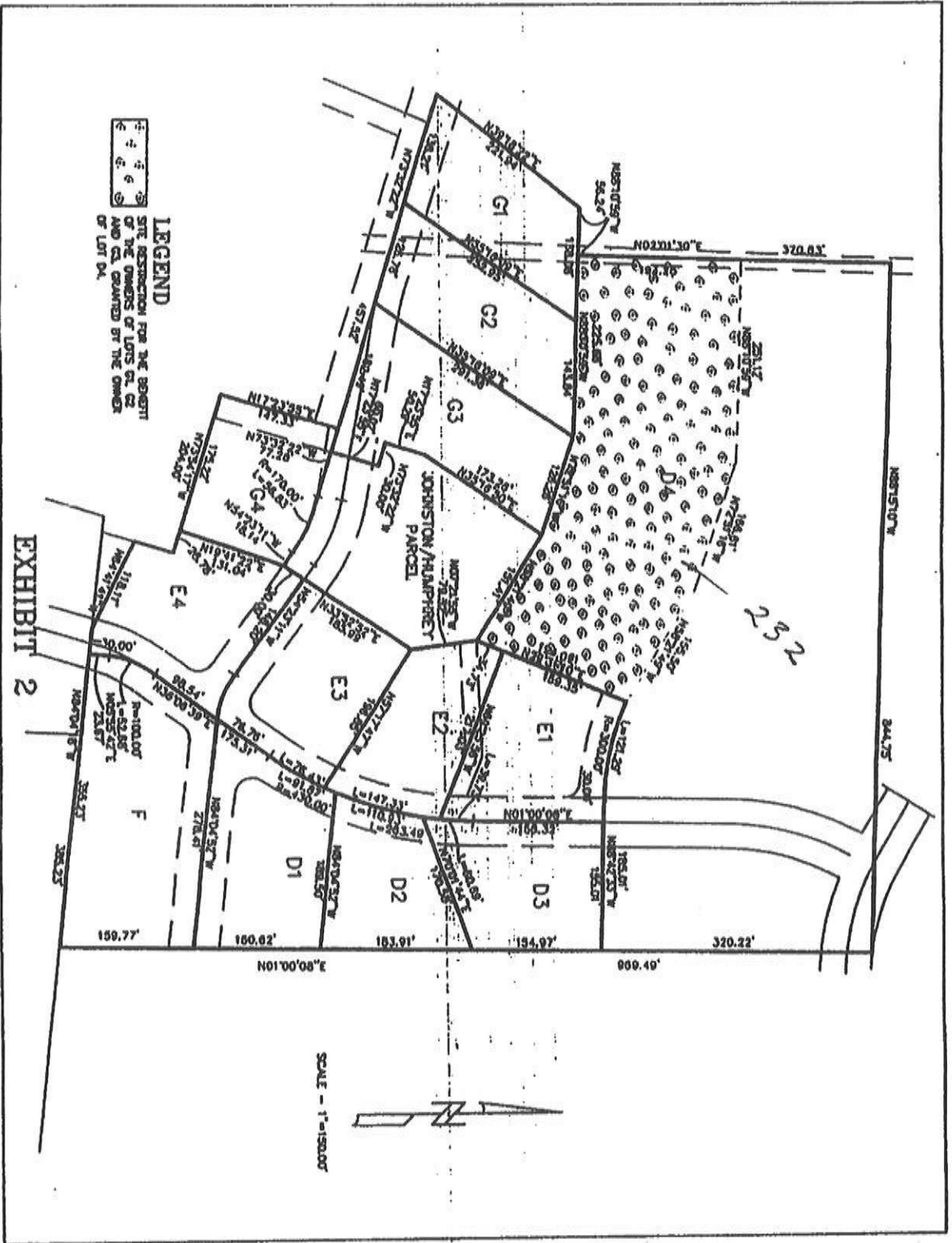
STATE OF COLORADO)
County of BOULDER) ss.

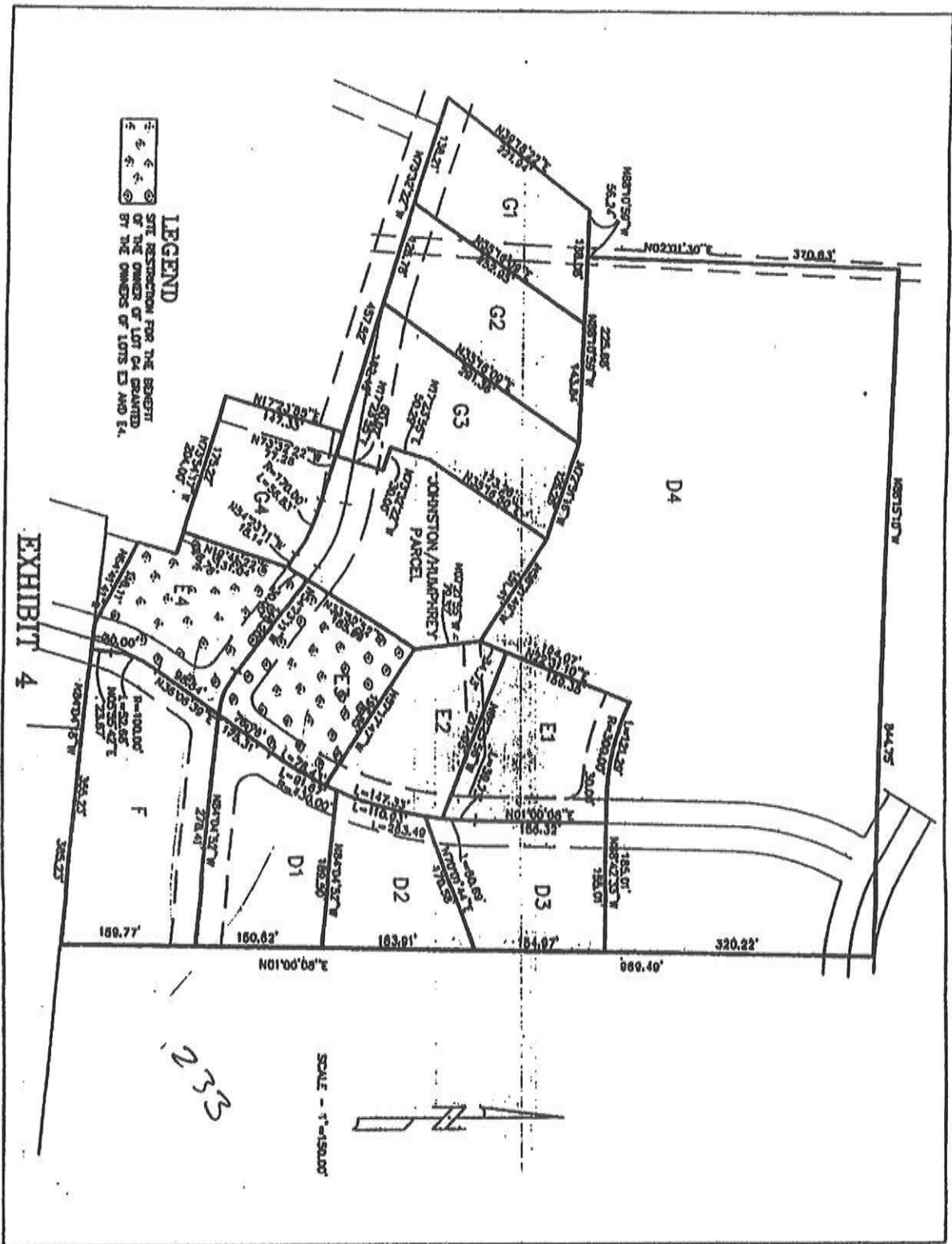
On this 15th day of September, 1998, before me the undersigned, a Notary Public in and for the state of Colorado, duly commissioned and sworn, personally appeared DONALD W. UNKEFER, Jr., to me known to be the President of Multiprop, Inc., general partner of Mariner Investors, Ltd., a Washington Limited Partnership, the limited partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

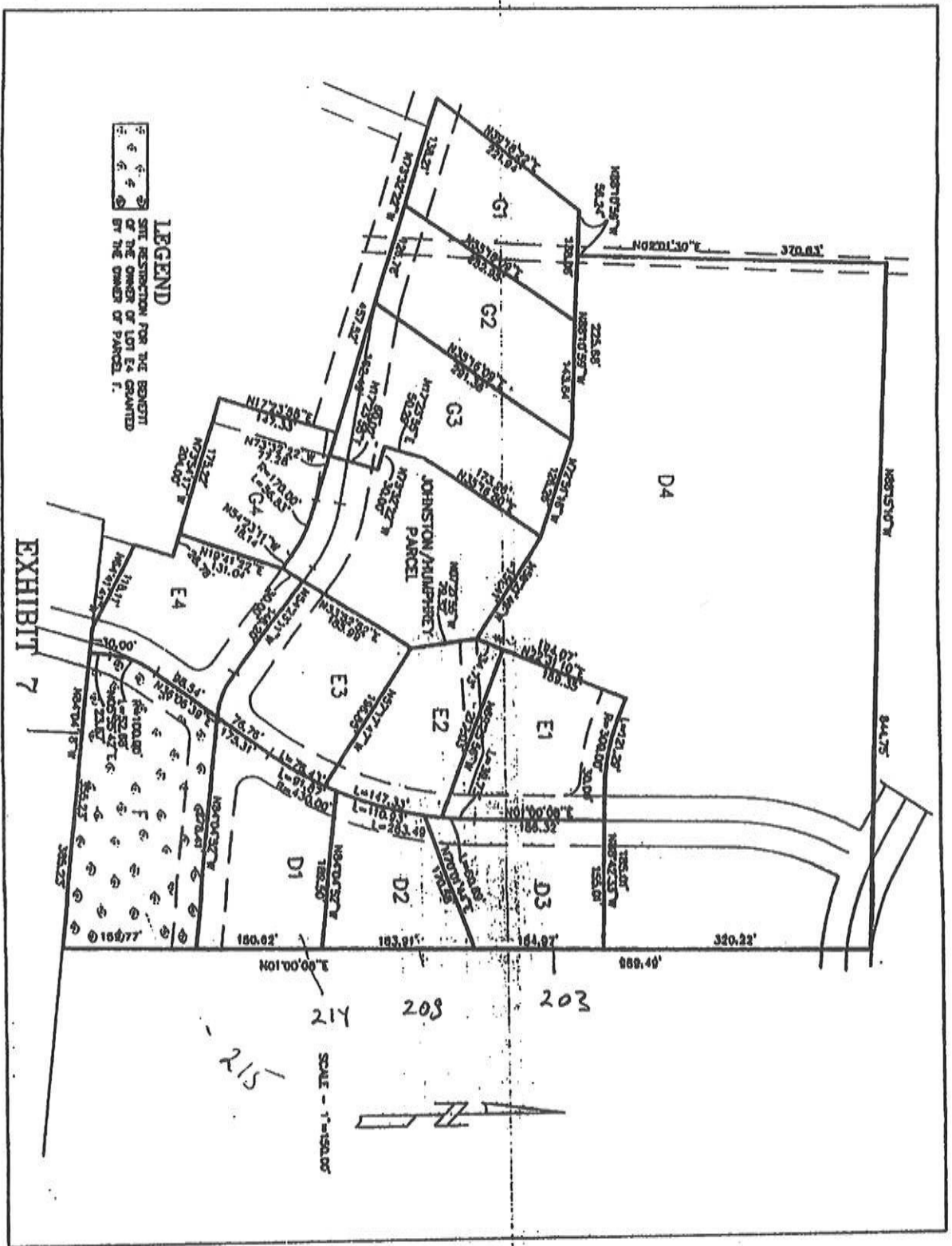
WITNESS my hand and official seal hereto affixed the day and year first above written.



Bonnie Lee Worral
NOTARY PUBLIC in and for the state of
Colorado, residing at 1344 Kilkenny Street
My commission expires: 12/10/99.









1998 1018897

Clallam
County

FILED FOR RECORD AT THE REQUEST

Clallam Title Co.

OF
RECORDED IN RECORDS/CLALLAM CO.

98 NOV -9 PM 12:03

VOL. PAGE 5
KEN FOSTER, AUDITOR
CLALLAM COUNTY, WASH.
BY KUH DEPUTY

When Recorded Return To:

Stephen C. Moriarty
Platt Irwin Taylor
Colley Oliver & Moriarty
403 South Peabody
Port Angeles, WA 98362

SUPPLEMENTAL VIEW EASEMENT AGREEMENT

73497/S-2876

Reference Numbers: 1998-1016559, page 9

Grantor: Mariner Investors, Ltd

Grantees: Barney Seiler and Phyllis Seiler

Legal Description: Parcel D4 of Cooper Short Plat and G-3 of
the Unkefer Short Plat

Assessor's Property Tax Parcel #: 033027249080 and 033027249110

WHEREAS, Mariner Investors, Ltd., a Washington Limited partnership (hereinafter "Mariner Investors") is the owner of real property legally described as follows:

Parcel D-4 of the Cooper Short Plat recorded under Clallam County Auditor's File No. 1998-1016556, in Book 28, page 86 of Short Plats, situated in Clallam County, Washington.

WHEREAS, BARNEY SEILER and PHYLLIS SEILER, husband and wife (hereinafter "Seilers"), are the owners of real property legally described as follows:

Parcel G-3 of the Unkefer Short Plat recorded under Clallam County Auditor's File Number 1016557, in Book 28, Page 87, of Short Plats,

SUPPLEMENTAL VIEW
EASEMENT AGREEMENT - 1

situate in Clallam County, Washington.

WHEREAS, the parties wish to supplement the view protection easement dated September 15, 1998 and recorded on September 30, 1998 under Clallam County Auditor's File No. 1998-1016559 in order to provide additional protection to the owners of Parcel G-3 of the Unkefer Short Plat, now, therefore,

IN CONSIDERATION OF TEN (\$10.00) DOLLARS and other valuable consideration, receipt of which is hereby acknowledged, Mariner Investors hereby grants, conveys, declares and establishes the following easement and covenants:

1. Mariner Investors hereby covenants and agrees that any residence constructed on Lot D-4 of the Cooper Short Plat shall be set back at least thirty-five (35) feet from the most northerly boundary of Lot G-3 of the Unkefer Short Plat. The set back area shall pertain to the area immediately adjacent to the mutual boundary which divides Lot G-3 from D-4. Mariner Investors further covenants and agrees that any residence constructed on a future subdivided lot directly adjacent to Lot G-3 shall be a ranch style home which may include a lower level walkout style or daylight basement area, and shall not exceed 27 feet in height vertically measured from the average lot elevation at points ten feet from the foundation to the high point of the roof, provided that the highest part of any chimney stack or flue shall not exceed 29 feet above such average lot elevations.

2. The easements and covenants set forth herein are intended to supplement, not replace, easements and covenants previously established under Clallam County Auditor's file number 1998-1016559 (View Easement Agreement) and 1998-1016560 (Reciprocal Declarations of Protective Covenants and Restrictions of Mariners Outlook Phase II).

3. The easements and covenants are for the benefit of and run with Parcel G-3 of the Unkefer Short Plat. All parties who gain title or possession of Parcel D-4 of the Cooper Short Plat or any subdivided lot thereof that is immediately adjacent to Lot G-3 are bound by the easements and covenants herein.

4. Any party to this Agreement or their successor and assigns may enforce the Agreement. Enforcement shall be by proceeding at law or in equity against any person or persons

violating or attempting to violate a covenant or easement herein. Relief shall be in such form as to restrain any violation or, if required, to recover damages.

5. Invalidation of any of the easements and covenants herein by a judgment of any court of competent jurisdiction shall not affect any of the other provisions which shall remain in force and effect.

DATED THIS 19th day of October, 1998.

B. Seiler
Barney Seiler

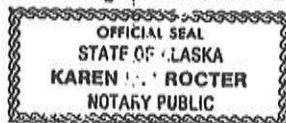
Phyllis Seiler
Phyllis Seiler

Donald Unkefer, Jr., as
president of Multiprop, Inc., a
General Partner of Mariner
Investors, Ltd., a Washington
Limited Partnership

STATE OF ALASKA)
THIRD JUDICIAL) ss.
County of DISTRICT)

On this 19th day of October, 1998, before me the undersigned, a Notary Public in and for the state of Alaska, duly commissioned and sworn, personally appeared BARNEY SEILER and PHYLLIS SEILER, husband and wife, to me known to be the individuals named herein and acknowledged that they executed the same for the purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Karen M. Rocter
NOTARY PUBLIC in and for the state of
Alaska, residing at Anchorage.
My commission expires: 5/12/2001.

violating or attempting to violate a covenant or easement herein. Relief shall be in such form as to restrain any violation or, if required, to recover damages.

5. Invalidation of any of the easements and covenants herein by a judgment of any court of competent jurisdiction shall not affect any of the other provisions which shall remain in force and effect.

DATED THIS 19th day of October, 1998.

B. Seiler
Barney Seiler

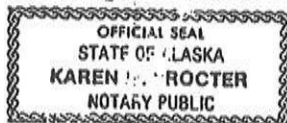
Phyllis Seiler
Phyllis Seiler

Donald Unkefer, Jr., as
president of Multiprop, Inc., a
General Partner of Mariner
Investors, Ltd., a Washington
Limited Partnership

STATE OF ALASKA)
THIRD JUDICIAL) ss.
County of DISTRICT)

On this 19th day of October, 1998, before me the undersigned, a Notary Public in and for the state of Alaska, duly commissioned and sworn, personally appeared BARNEY SEILER and PHYLLIS SEILER, husband and wife, to me known to be the individuals named herein and acknowledged that they executed the same for the purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Karen M. Procter
NOTARY PUBLIC in and for the state of
Alaska, residing at Anchorage.
My commission expires: 5/13/2001.

SUPPLEMENTAL VIEW
EASEMENT AGREEMENT - 3

STATE OF COLORADO)
County of Boulder) ss.

On this 27th day of October, 1998, before me the undersigned, a Notary Public in and for the state of Colorado, duly commissioned and sworn, personally appeared DONALD W. UNKEFER, Jr., to me known to be the President of Multiprop, Inc., general partner of Mariner Investors, Ltd., a Washington Limited Partnership, the limited partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year ~~first~~ above written.



Bonnie Lee Worral
NOTARY PUBLIC in and for the state of
Colorado, residing at 1344 Kilkenny Street
My commission expires: 12/10/99. Boulder
CO 80303



2000 1049278 Clallam County

FILED FOR RECORD AT THE REQUEST

OLYMPIC PENINSULA TITLE CO.
RECORDED

2000 JUL -6 PM 3:59

FN 8
KEN FOSTER, AUDITOR
CLALLAM COUNTY, WASH.

BY KML DEPUTY

AFTER RECORDING MAIL TO:

Name KENNETH AND LAURA JANE LEUTHOLD

Address 652 SPYGLASS LANE

City / State SEQUIM, WA 98382

77962

Document Title(s): (or transactions contained therein)

1. VIEW AND SETBACK EASEMENT AGREEMENT
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. MARINER INVESTORS, LTD.
- 2.
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. KENNETH AND LAURA JANE LEUTHOLD TRUST
- 2.
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

☐ Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s):



NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

VIEW AND SETBACK EASEMENT AGREEMENT

WHEREAS, Mariner Investors, Ltd., a Washington Limited partnership (hereinafter "Mariner Investors") is the owner of real property legally described as follows:

That portion of the S. 1/2 of the N.W. 1/4 of Sec. 27, T.30N., R.3W., W.M., Clallam County, Washington, more particularly described as follows:

Parcel D-4 of the Cooper Short Plat recorded under Clallam County Auditor's File No. 1998-1016556, in Book 28, page 86 of Short Plat, situated in Clallam County, Washington.

TOGETHER WITH Lot 3 of Short Plat as per Short Plat recorded in Volume 19 of Short Plats, page 1, under Clallam County Recording No. 612168, being a portion of the S.W. 1/4 of the N.W. 1/4 of Sec. 27, T.30N., R.3W., W.M., Clallam County, Washington more particularly described as follows:

(hereinafter "Mariner Investors Parcel")

WHEREAS, KENNETH and LAURA JANE LEUTHOLD TRUST, a Revocable Trust dated September 6, 1994 (hereinafter "Leuthold Trust") is the owner of real property legally described as follows:

Parcel G-1 of the Unkefer Short Plat recorded under Clallam County Auditor's File Number 1998-1016557, in Book 28, Page 87, of Short Plat, situate in Clallam County, Washington.

(hereinafter "Parcel G-1")

NOW, THEREFORE, in consideration of Ten (\$10.00) dollars and other valuable consideration, receipt of which is hereby acknowledged, Mariner Investors hereby grants, declares and establishes the following easements and covenants as follows:

1. Mariner Investors hereby covenants and grants Leuthold Trust for the benefit of Parcel G-1 a view easement over the Mariner Investor's Parcel as depicted on the attached

Exhibit 1. In order to maintain views from the Leuthold Trust Parcel across the restricted portions of the Mariner Investor's Parcel, Mariner Investors covenants and agrees that nothing shall be placed, planted or constructed on the restricted portion of the Mariner Investors Parcel that shall exceed an elevation of 232 feet as determined by the National Geodetic Survey (City of Sequim Datam), including but not limited to plants, trees, buildings, vehicles, structures or other similar obstructions (with the exception of existing shrubbery).

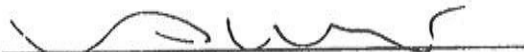
2. Mariner Investors hereby covenants and grants Leuthold Trust for the benefit of Parcel G-1 an easement over the Mariner Investors Parcel restricting the construction of any building or other structures on the Mariner Investors Parcel within forty (40) feet of the north boundary of Parcel G-1 as depicted on the attached Exhibit 2.

3. These easements and covenants are for the benefit of and run with Parcel G-1 and all parties who gain title or possession of the Mariner Investors Parcel, their successors, and assigns, are bound by these easements and covenants.

4. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate a covenant. Relief shall be in such form as to restrain any violation or, if required, to recover damages. In the event legal proceedings are instituted, the prevailing party shall be entitled to reasonable attorney fees, court costs and all related expenses, including those incurred on appeal.

5. Invalidity of any of these covenants by a judgment of any court of competent jurisdiction shall not affect any of the other provisions which shall remain in full force and effect.

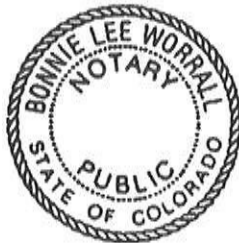
DATED THIS 3rd day of July, 2000.


Donald W. Unkefer, Jr., as
president of Multiprop, Inc.,
which is for General Partner of
Mariner Investors, Ltd., a
Washington limited partnership

STATE OF COLORADO)
) ss.
County of Boulder)

On this 3rd day of July, 2000, before me the undersigned, a Notary Public in and for the state of Colorado, duly commissioned and sworn, personally appeared DONALD W. UNKEFER, Jr., to me known to be the President of Multiprop, Inc., general partner of Mariner Investors, Ltd., a Washington Limited Partnership, the limited partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

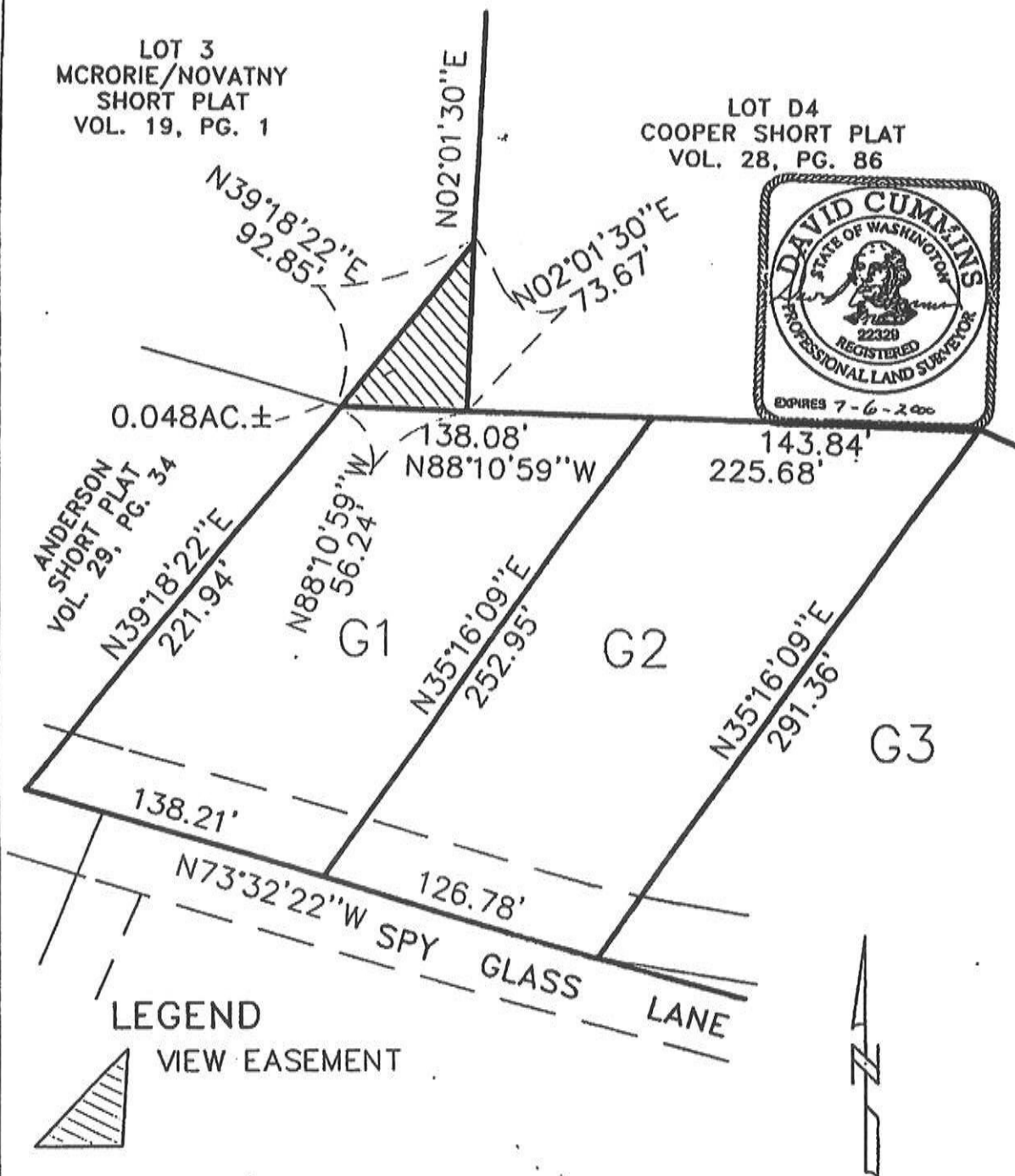
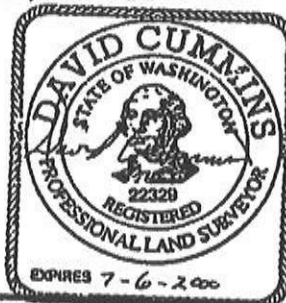
WITNESS my hand and official seal hereto affixed the day and year first above written.



Bonnie Lee Worrall
NOTARY PUBLIC in and for the state of
Colorado, residing at 1344 Kilkenny St.
My commission expires: 12/10/2003.

LOT 3
MCRORIE/NOVATNY
SHORT PLAT
VOL. 19, PG. 1

LOT D4
COOPER SHORT PLAT
VOL. 28, PG. 86



LEGEND

VIEW EASEMENT



SCALE - 1"=60.00'

EXHIBIT 1

View Easement
Legal Description

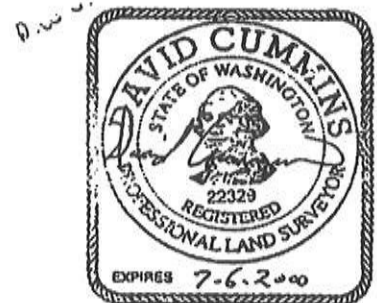
Mariner's Investor's LTD

to

The Leuthold Trust

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M., CLALLAM COUNTY, WASHINGTON, BEING A PORTION OF LOT 3 OF THAT SHORT PLAT FOR HUGH R. MCCRORIE ESTATE AND MR. AND MRS. MILO R. NOVATNY, RECORDED JANUARY 10, 1989, IN VOLUME 19 OF SHORT PLATS, PAGE 1, UNDER AUDITOR'S FILE NO. 612168, RECORDS OF CLALLAM COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3 OF SAID SHORT PLAT VOLUME 19, PAGE 1, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 2°-01'-30" EAST, ALONG THE EAST LINE OF SAID LOT 3 OF SAID SHORT PLAT VOLUME 19, PAGE 1, A DISTANCE OF 73.67 FEET; THENCE SOUTH 39°-18'-22" WEST, A DISTANCE OF 92.85 FEET TO THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 3 OF SAID SHORT PLAT VOLUME 19, PAGE 1; THENCE SOUTH 88°-10'-59" EAST, ALONG THE SOUTH LINE OF SAID LOT 3 OF SAID SHORT PLAT VOLUME 19, PAGE 1, A DISTANCE OF 56.24 FEET TO THE TRUE POINT OF BEGINNING.



CURVE TABLE					
LET	RAD BRG IN	DELTA	RADIUS	LENGTH	RAD BRG OUT
A	N88°10'59"W	$\Delta=90^{\circ}00'00''$	R=40.00'	L=62.83'	N1°49'01"E
B	S1°49'01"W	$\Delta=52^{\circ}30'39''$	R=40.00'	L=36.66'	N50°41'38"W

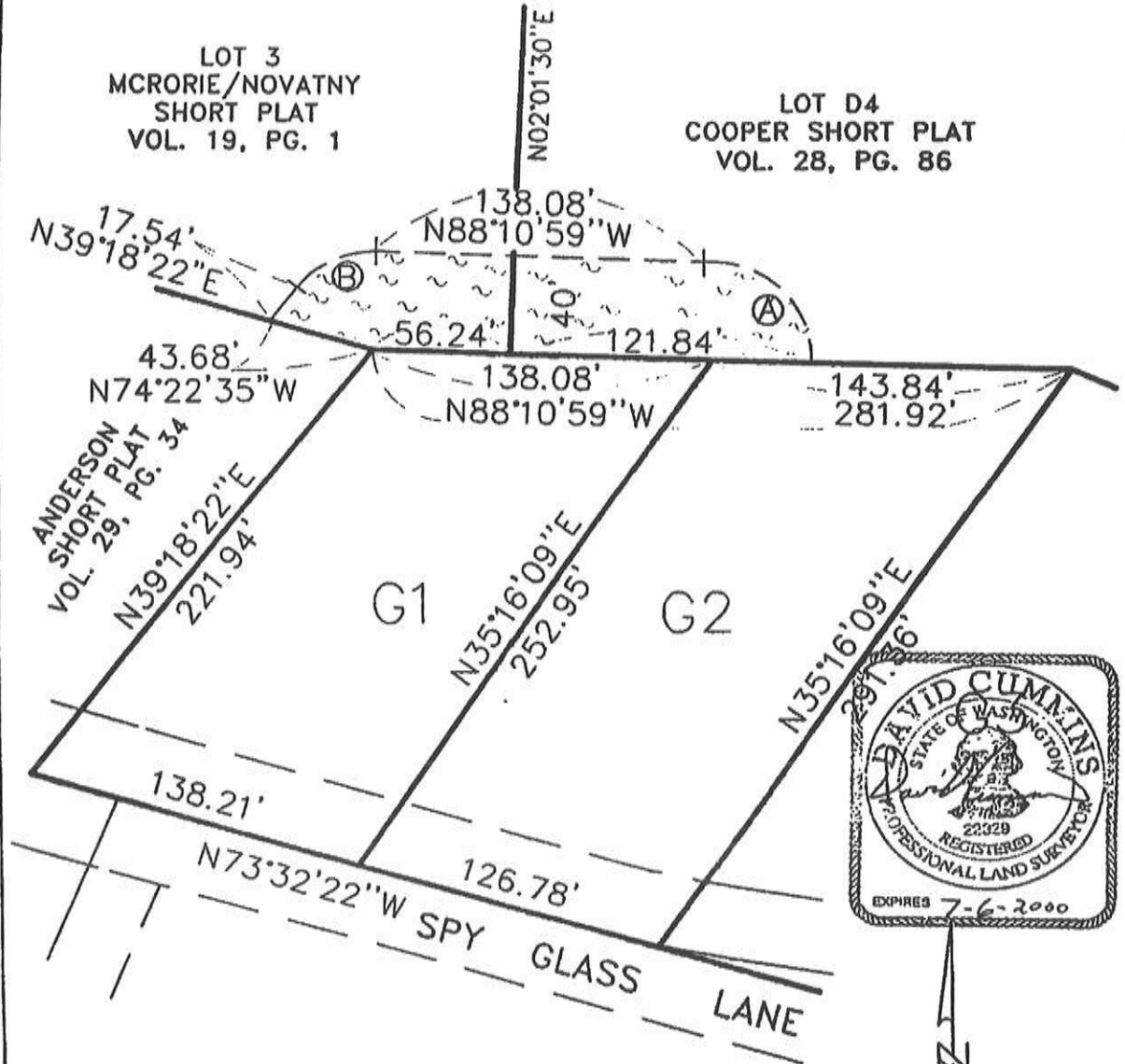


EXHIBIT 2

Setback Easement
Legal Description

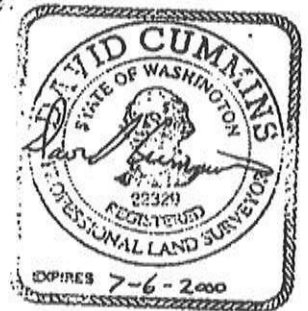
Mariner's Investor's LTD

to

The Leuthold Trust

THAT PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 3 WEST, W.M., CLALLAM COUNTY, WASHINGTON, BEING A PORTION OF LOT 3 OF THAT SHORT PLAT FOR HUGH R. McCORRIE ESTATE AND MR. AND MRS. MILO R. NOVATNY, RECORDED JANUARY 10, 1989 IN VOLUME 19 OF SHORT PLATS, PAGE 1, UNDER AUDITOR'S FILE NO. 612168, AND LOT D4 OF THE COOPER SHORT PLAT RECORDED SEPTEMBER 30, 1998, IN VOLUME 28 OF SHORT PLATS, PAGE 86, UNDER AUDITOR'S FILE NO. 1998-1016556, RECORDS OF CLALLAM COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3 OF SAID SHORT PLAT VOLUME 19, PAGE 1, BEING ALSO THE SOUTHWEST CORNER OF LOT D4 OF SAID SHORT PLAT VOLUME 28, PAGE 86 AND THE TRUE POINT OF BEGINNING; THENCE SOUTH $88^{\circ}-10'-59''$ EAST, ALONG THE SOUTH LINE OF SAID LOT D4 OF SAID SHORT PLAT VOLUME 28, PAGE 86, A DISTANCE OF 121.84 FEET TO THE BEGINNING OF A CURVE TO THE NORTHWEST HAVING A RADIAL BEARING IN OF NORTH $88^{\circ}-10'-59''$ WEST, A DELTA OF $90^{\circ}-00'-00''$, A RADIUS OF 40.0 FEET, AN ARC LENGTH OF 62.83 FEET, A RADIAL BEARING OUT OF NORTH $1^{\circ}-49'-01''$ EAST; THENCE NORTH $88^{\circ}-10'-59''$ WEST, PARALLEL TO THE SOUTH LINE OF SAID LOT D4 OF SAID SHORT PLAT VOLUME 28, PAGE 86, A DISTANCE OF 138.08 FEET TO THE BEGINNING OF A CURVE TO THE SOUTHWEST HAVING A RADIAL BEARING IN OF SOUTH $1^{\circ}-49'-01''$ WEST, A DELTA OF $52^{\circ}-30'-39''$, A RADIUS OF 40.00 FEET, AN ARC LENGTH OF 36.66 FEET, AND A RADIAL BEARING OUT OF NORTH $50^{\circ}-41'-38''$ WEST; THENCE SOUTH $39^{\circ}-18'-22''$ WEST, A DISTANCE OF 17.54 FEET TO THE INTERSECTION OF THE SOUTH LINE OF LOT 3 OF SAID SHORT PLAT VOLUME 19, PAGE 1; THENCE SOUTH $74^{\circ}-22'-35''$ EAST, ALONG THE SOUTH LINE OF SAID LOT 3 OF SAID SHORT PLAT VOLUME 19, PAGE 1, A DISTANCE OF 43.68 FEET TO AN ANGLE POINT; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID LOT 3 OF SAID SHORT PLAT VOLUME 19, PAGE 1, SOUTH $88^{\circ}-10'-59''$ EAST, A DISTANCE OF 56.24 FEET TO THE TRUE POINT OF BEGINNING.



[illegible]

- ① Incl. note w/ serial log "2 22222"
- ② Incl. note w/ serials exp "15 22222"
- ③ Incl. note w/ serials exp "15 12121"
- ④ Incl. 1 / 4" dia. for ALL steps

Adding material to bypass system and
reducing to 3/16" diameter

- ① 200. removed for bypass system and system per Serial Log, 71801/2.
- ② 200. removed for bypass system and system per Serial Log, 71801/2.
- ③ 200. removed for bypass system and system per Serial Log, 71801/2.
- ④ 200. removed for bypass system and system per Serial Log, 71801/2.

[illegible]

NOTE:

Diagram illustrating a 4x4 grid with a circle containing the number 27 in the center. Two curved arrows point from the circle to the top-right and bottom-right cells.

Find my name like 3 day at Seed
 1996 at 2:21 A. in vol. 35 at
 Sample no 97. Records of Customs Court;
 Washington, at the request of David Cameron and Associates.

K. Henderson
Deputy County Auditor

S.1/2,N.W.1/4,Sec.27,T.30N.,R.3W.,W.M.
City of Sequim

Mr. David E. Cooper

David Cummins
and
Associates, P.S.

P.O. Box 120
Sequim, Wa.
98382
(360) 683-2314

Burying Heart
Cemeter
of the North



August, 1996
Job. No. 4-27-30-5-1924BLA

YOL 35 PG 97

MULTIPROP. PARCEL "F" PER DEED VOL. 1045, PG. 309
MULTIPROP. PARCEL "C" AS AMENDED BY BLA FILED IN VOL. 32
OF SHERIFFS PG. 72 CLAYTON COUNTY SHERIFF RECORDS

[illegible]**NOTE**

THIS BOUNDARY LINE ADJUSTMENT WILL NOT CREATE ANY ADDITIONAL TRACTS, PARCELS, SITES OR DIVISION, NOR WILL THE PROPOSED BOUNDARY LINE ADJUSTMENT CREATE ANY LOT, TRACT, PARCEL, SITE OR DIVISION WHICH CONTAINS INSPECIFIABLE AREA AND DIMENSIONS TO MEET THE REQUIREMENTS OF THE SEQUENTIAL MUNICIPAL CODE AND APPLICABLE CONDITIONS, COVENANTS AND RESTRICTIONS PERTAINING TO THIS PROPERTY. THIS BOUNDARY LINE ADJUSTMENT IS UNANIMOUS IN NATURE AND WILL NOT BE CONTRARY TO THE PURPOSE OF RCW 58.17 AND TITLE 17 OF THE SEQUENTIAL MUNICIPAL CODE.

LEGAL DESCRIPTIONS AFTER ADJUSTMENT

[illegible][illegible][illegible]

SECTION SUBDIVISION

For location subdivision used see chart and inserted in Vol. 12 of Street Atlas.
Pg. 1, Montreal de Dictionnaire, Montreux, Quebec also Survey Vol. 12.
Pg. 2, Montreal de Dictionnaire, Montreux, Quebec also Survey Vol. 12.
Pg. 3, Montreal de Dictionnaire, Montreux, Quebec also Survey Vol. 12.

SURVEY METHOD

Measurements and bearings are slightly different in the older survey data to either
adjustments and reduction to the basis of bearings.

12-200000 1:250000 1:500000 1:1000000 1:2000000 1:5000000 1:10000000 1:20000000 1:50000000 1:100000000 1:200000000 1:500000000 1:1000000000 1:2000000000 1:5000000000 1:10000000000 1:20000000000 1:50000000000 1:100000000000 1:200000000000 1:500000000000 1:1000000000000 1:2000000000000 1:5000000000000 1:10000000000000 1:20000000000000 1:50000000000000 1:100000000000000 1:200000000000000 1:500000000000000 1:1000000000000000 1:2000000000000000 1:5000000000000000 1:10000000000000000 1:20000000000000000 1:50000000000000000 1:100000000000000000 1:200000000000000000 1:500000000000000000 1:1000000000000000000 1:2000000000000000000 1:5000000000000000000 1:10000000000000000000 1:20000000000000000000 1:50000000000000000000 1:100000000000000000000 1:200000000000000000000 1:500000000000000000000 1:1000000000000000000000 1:2000000000000000000000 1:5000000000000000000000 1:10000000000000000000000 1:20000000000000000000000 1:50000000000000000000000 1:100000000000000000000000 1:200000000000000000000000 1:500000000000000000000000 1:1000000000000000000000000 1:2000000000000000000000000 1:5000000000000000000000000 1:10000000000000000000000000 1:20000000000000000000000000 1:50000000000000000000000000 1:100000000000000000000000000 1:200000000000000000000000000 1:500000000000000000000000000 1:1000000000000000000000000000 1:2000000000000000000000000000 1:5000000000000000000000000000 1:10000000000000000000000000000 1:20000000000000000000000000000 1:50000000000000000000000000000 1:100000000000000000000000000000 1:200000000000000000000000000000 1:500000000000000000000000000000 1:1000000000000000000000000000000 1:2000000000000000000000000000000 1:5000000000000000000000000000000 1:10000000000000000000000000000000 1:20000000000000000000000000000000 1:50000000000000000000000000000000 1:100000000000000000000000000000000 1:200000000000000000000000000000000 1:500000000000000000000000000000000 1:1000000000000000000000000000000000 1:2000000000000000000000000000000000 1:5000000000000000000000000000000000 1:10000000000000000000000000000000000 1:20000000000000000000000000000000000 1:50000000000000000000000000000000000 1:100000000000000000000000000000000000 1:200000000000000000000000000000000000 1:500000000000000000000000000000000000 1:1000000000000000000000000000000000000 1:2000000000000000000000000000000000000 1:5000000000000000000000000000000000000 1:10000000000000000000000000000000000000 1:20000000000000000000000000000000000000 1:50000000000000000000000000000000000000 1:100000000000000000000000000000000000000 1:200000000000000000000000000000000000000 1:500000000000000000000000000000000000000 1:1000000000000000000000000000000000000000 1:2000000000000000000000000000000000000000 1:5000000000000000000000000000000000000000 1:100 1:200 1:500 1:1000 1:2000 1:5000 1:100 1:200 1:500 1:1000 1:2000 1:5000 1:100 1:200 1:500 1:1000 1:2000 1:5000 1:100 1:200 1:500 1:1000 1:2000 1:5000 1:100 1:2000000000000




RECORD OF SURVEY
(BOUNDARY LINE ADJUSTMENT)
OF A PORTION OF

Multiprop Incorporated &
Mr. David E. Cooper



David Cummings
and
Associates, P.S.

P.O. Box 120
Sequim, Wa.
98282
(360) 682-2344


Surreptitious Hear
Gather
of the South

744984

DAVID CUMMINS & ASSOCIATES, P.S.

FILED FOR RECORD AT THE CLALLAM CO.

Surveying Your
Corner of the WorldDavid Cummins, P.L.S.
683-2344346 N. Sequim Ave.
P.O. Box 120
Sequim, WA 98382OF *Cummins*
RECORDED IN RECORDS/CLALLAM CO.

96 SEP 17 PM 2:23

VOL 1153 PAGE 361

KEN FOSTER ADDITION
CLALLAM COUNTY, WASH.

by S. Slack

September 17, 1996

AFFIDAVIT OF CORRECTION

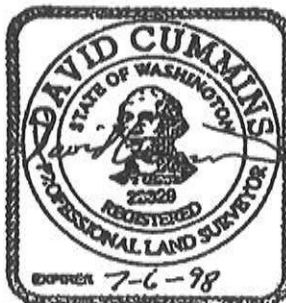
To Whom It May Concern:

An error has been noted on the Multiprop Incorporated & David E. Cooper Boundary Line Adjustment Survey filed in Volume 35, on page 97 under AF#744402, being a portion of the South Half, of the Northwest Quarter, of Section 27, Township 30 North, Range 3 West, W.M., Clallam County, Washington.

On sheet 2 of 2 under Legal Descriptions After Adjustment; Multiprop Parcel "G", lines 9 & 10 after the words: "Clallam County Records;" the phrase "thence South 88°-10'-59" East, a distance of 56.24 feet." should be struck from the description. The phrase should read: Clallam County Records, to the True Point of Beginning;

Further; in line 14 after the phrase "a distance of 60.02 feet;" the phrase "thence South 73°-32'-22" East, a distance of 77.43 feet;" should be added. The phrase should read: (Beginning on line 14) "30.00 feet; thence South 17°-23'-55" West, a distance of 60.02 feet; thence South 73°-32'-22" East, a distance of 77.43 feet; thence thru a ...".

Sincerely,

David Cummins, P.L.S.
Certificate #22329

BOOK 1153 PAGE 361

744984

1998 1016555

PRO. CONC. MON. W/ PLAST. CAP. ON ROAD EDGE (1988) (1995) (NOT WASTED THIS SURVEY)



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LEGAL DESCRIPTION

PARCEL 70 OF SURVEY RECORDED SEPTEMBER 1, 1966 IN VOL. 35 OF SURVEYS, PG. 97, UNDER CLALLAM COUNTY RECORDING NO. 744402, BEING A PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER SECTION 17, TOWNSHIP 30 NORTH, RANGE 3 WEST, 31M, CLALLAM COUNTY, WASHINGTON.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

BASIS OF BEARING

THE CLASS OF BEARING FOR THIS SURVEY IS INSTRUCTIONS ALONG THE NORTH LINE OF THE N.E. 1/4 OF SEC. 27, T. 30N., R. 3W., W.M. AS SHOWN ON THAT ADMINISTRATIVE PLAT RECORDED IN VOL. 12 OF PLATS, PG. 78, RECORDS OF CLALLAM COUNTY, WASHINGTON. COMPARE ALSO RECORD OF SURVEY RECORDED IN VOL. 32 OF SURVEYS, PG. 72, RECORDS OF CLALLAM COUNTY, WASHINGTON.

SURVEY METHODS

THIS SURVEY WAS PERFORMED USING A TRANSVERSE METHOD AND EMPLOYING A 1 SEC. HP 3020A TOTAL STATION.

SECTION SUBDIVISION

FOR SECTION SUBDIVISION USED FOR THIS SURVEY SEE VOL. 12 OF PLATS, PG. 78, RECORDS OF CLALLAM COUNTY, WASHINGTON.

TREASURER'S CERTIFICATE

ALL TAXES AND ANY DELINQUENT ASSESSMENTS FOR WHICH THE LAND WITHIN THIS LAND DIVISION MAY BE LIABLE HAVE BEEN FULLY PAID AS REQUIRED BY CHAPTER 36.00 RCW.

Russ M. Gatzert
TREASURER

Debbie A. Ault
DEPUTY

9-30-98

EXAMINED AND APPROVED

THIS 28th DAY OF September, 1998

Paul H. Henshaw
PLANNING DIRECTOR, CITY OF SEQUIM

ATTEST: Janet Z. Kinner
CLERK, CITY OF SEQUIM

THIS 29th DAY OF September, 1998

Bill Thomas
MAYOR, CITY OF SEQUIM

ATTEST: Janet Z. Kinner
CLERK, CITY OF SEQUIM

THIS 29th DAY OF September, 1998

Ed. Henshaw
CITY MANAGER, CITY OF SEQUIM

ATTEST: Janet Z. Kinner
CLERK, CITY OF SEQUIM

DEDICATION

I, DAVID E. COOPER, A MARRIED MAN, WITH HIS SEPARATE ESTATE, DO HEREBY GIVE BY CONSENT TO THIS SHORT PLAT AND AGREE TO A WAIVER OF ADEQUATION AGREEMENT FOR ALL CLAIMS AGAINST ANY CONVEYANCE, AUTHORITY WHICH MAY BE OBTAINED AS ANY OTHER LAND OR PERSON BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, EGRESS, AND UTILITIES, AND TO THE EXTENT OF THE AUTHORIZED BY THE CITY IN RELATION TO THIS PROPERTY, I ALSO GRANT THE LOT OWNERS NON-EXCLUSIVE USE OF THE EASEMENTS INDICATED FOR INGRESS, EGRESS AND UTILITIES.

David E. Cooper
DAVID E. COOPER

ACKNOWLEDGEMENT

STATE OF Colorado
COUNTY OF Boulder

THIS IS TO CERTIFY THAT ON THIS 29th DAY OF JULY, 1998, I, A NOTARY PUBLIC, PERSONALLY APPEARED DAVID E. COOPER, A MARRIED MAN, SEPARATE ESTATE, WHO REQUESTED THAT I BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT, IN WITNESS WHEREOF, I HAVE HEREunto SET MY HAND AND AFFIXED MY OFFICIAL SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.



MY COMMISSION EXPIRES
NOTARY PUBLIC AT AND FOR THE
STATE OF Colorado
David E. Cooper
RESIDING IN 1200 E. 10th Ave.
Boulder, CO 80503

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY CONDUCTED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE STATE SURVEY RECORDING ACT, TITLE 58 RCW.

DAVID CUMMINS P.L.S.
CERTIFICATE NO. 22329



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 30 DAY OF Sept.

1998 AT 10:50 A.M., IN VOL. 28 OF

SHORT PLATS, ON PG. 86, RECORDS OF

CLALLAM COUNTY, WASHINGTON, AT THE REQUEST OF

DAVID CUMMINS AND ASSOCIATES

1998-10/25/98
AUDITOR'S FILE NO. Debbie A. Ault
DEPUTY COUNTY AUDITOR

COOPER SHORT PLAT

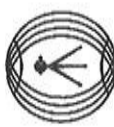
OF A PORTION OF
S.1/2, N.W. 1/4, Sec. 27, T. 30N., R. 3W., W.M.
City of Sequim

Clallam County, Washington

for

Mr. David E. Cooper

[SHP96(09)10]



David Cummings
and
Associates, P.S.

P.O. Box 120
Sequim, Wa.
98282
(360) 683-2344

Surveying
of the earth

JULY, 1998

JOB NO. 4-27-30-3-19240

VOI 28 PG 86